

Williamsburg

Teamsters #238 (Mixed)

7/1/2006 6/30/2009

# WILLIAMSBURG | TEAMSTERS #238 (MIXED)

AGREEMENT

BETWEEN

CITY OF WILLIAMSBURG, IOWA

AND

CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238, affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 2006 - June 30, 2009

I N D E X  
CITY OF WILLIAMSBURG

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## PREAMBLE

THIS AGREEMENT is executed by the City of Williamsburg, Iowa, hereinafter called "Employer", and Chauffeurs, Teamsters and Helpers Local Union 238, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union".

## ARTICLE 1 RECOGNITION

### Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Williamsburg, Iowa, in the following bargaining unit pursuant to Order of Certification in PERB Cases No. 2889 and 3051, to-wit:

INCLUDED: The Assistant Director of Public Works, the Sewer Plant Operator and full time Laborers.

EXCLUDED: Director of Public Works, part-time public service workers and all others excluded by the Act.

and the parties further agree that those employee classifications added to or deleted from the bargaining unit by the Board during the effective period of this Agreement, shall be subject to or not subject to the terms of this Agreement, as the case may be, as of the effective date of Board action.

## ARTICLE 2 DEFINITIONS

### Section 2.1

A part-time employee is a person who is hired for a period of less than forty (40) hours per week.

### Section 2.2

A temporary employee is one who is hired for a period of one hundred twenty (120) days, or less.

### Section 2.3

Temporary employees are not included within the bargaining unit. Part-time employees are not entitled to any of the benefits of this Agreement except as specifically stated and shall not become a regular employee unless first hired as a probationary employee and thereafter successfully completes one hundred twenty (120) days of service.

#### Section 2.4

Except where the context clearly indicated otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

#### Section 2.5

The word "Act" shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

#### Section 2.6

The word "Board" shall mean the Iowa Public Employment Relations Board.

### ARTICLE 3 MANAGEMENT RIGHTS

#### Section 3.1

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- (a) the right to manage the Employer's operations and to direct the working force;
- (b) the right to hire employees;
- (c) the right to maintain order and efficiency;
- (d) the right to extend, maintain, curtail or terminate operations of the Employer;
- (e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- (f) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- (g) the right to create, modify and terminate departments, job classifications and job duties;
- (h) the right to transfer, promote and demote employees;

- (i) the right to discipline;
- (j) the right to suspend and discharge employees for proper cause;
- (k) the right to lay off;
- (l) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- (m) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of membership or non-membership in the Union.

### Section 3.2

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

## ARTICLE 4 UNION RIGHTS AND RESPONSIBILITIES

### Section 4.1

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Union, therefore, agrees to cooperate in the attainment of the following goals, to wit:

- (a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) that it will cooperate to combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- (c) that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union and the public.

#### Section 4.2

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination or favoritism by the Employer or the Union because of membership or of non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

#### Section 4.3

For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during working or non-working time with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

### ARTICLE 5 WORK STOPPAGE

#### Section 5.1

The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

#### Section 5.2

The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

#### Section 5.3

No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

#### Section 5.4

In the event of a violation of Section 3 of this Article or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work.

#### Section 5.5

In the event of a violation of any section above, the legal censures of the Act shall apply.

### ARTICLE 6 DUES CHECKOFF

#### Section 6.1

The Employer will make monthly deductions for dues, fees and assessments from the first two (2) paychecks each month from the wages of each employee covered by this Agreement if the employee provides the Employer with a written authorization therefor. The amount to be deducted shall be certified to the Employer in writing by the Secretary-Treasurer of the Union. The Employer will remit such money to the Secretary-Treasurer of the Union not later than fifteen (15) days after the money has been withheld.

#### Section 6.2

Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the Employer and to the Union and shall automatically be cancelled upon termination of employment.

#### Section 6.3

The Employer shall have no obligation to deduct or collect fees, assessments, or dues from a Union member whose net pay for a payroll period, after all other deductions, is insufficient to cover the total authorized deductions for that payroll period. The Union shall hold the Employer harmless against any claims or lawsuits instituted or any losses incurred because of the Employer's performance of its obligations under this Article.

#### Section 6.4

The Employer agrees to make deductions for Teamsters Credit Union, Local 238, in the amount the employee has requested to be deducted in writing.



## ARTICLE 7 SENIORITY

### Section 7.1

Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire.

### Section 7.2

The Employer shall post a complete seniority list of the employees covered by this Agreement on July 1. The list shall remain posted and the Employer shall give a copy of such seniority lists to the Union. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) calendar days.

### Section 7.3

If a part-time employee becomes a full time employee, seniority shall be established by crediting hours worked as a part-time employee towards the annual yearly average of 2080 hours. This seniority shall not apply toward benefits but solely to determine seniority between employees.

### Section 7.4

An employee shall lose seniority rights upon termination and shall lose seniority rights and be terminated upon lay-off for a period longer than twenty-four (24) months, failing to report to work within fourteen (14) days after written notice of recall is mailed by United States certified mail with return receipt requested to the employee's last known address, unless the notice of recall provides for a later specific date for returning to work, and absence from work for two (2) consecutive workdays without approval by the Employer.

## ARTICLE 8 PROCEDURE FOR STAFF REDUCTION

### Section 8.1

In the event the Employer determines that an employee must be laid off, the Employer shall consider qualifications, ability to perform, physical fitness and seniority, and if qualifications, ability to perform and physical fitness are equal between or among affected employees, seniority shall govern.

### Section 8.2

An employee to be laid off will be notified thereof in writing at least fourteen (14) calendar days prior to the effective date of the layoff.

### Section 8.3

An employee who is laid off shall keep the Employer advised of the employee's current mailing address during layoff. If the Employer desires to recall an employee, such employee shall be recalled in the reverse order of layoff. Notice of recall shall be sent by United States certified mail with return receipt requested to the employee's latest advised address.

### Section 8.4

An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed, unless the notice of recall provides for a later specific date of recall, in which case the employee shall report on said later effective date.

## ARTICLE 9 HOURS OF WORK

### Section 9.1

This Article is intended to set forth the normal workday, the normal workweek and the normal work month, but shall not be construed as a guarantee of hours of work per day, per week or per month, or of days of work per month.

#### A. Public Service.

The normal workweek shall be five (5) consecutive days of eight (8) hours each day, or four (4) ten hour days when scheduled through the Director of Public Works. Shifts may be staggered when deemed necessary by the public works director.

#### B. Public Service.

To the extent possible, each employee shall receive a one (1) hour unpaid lunch period and two (2) fifteen (15) minute rest periods, one in the morning and one in the afternoon.

### Section 9.2

It is understood and agreed that the determination of the daily and monthly work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and the employee shall be required to work at times scheduled by the Employer. The Employer shall give the Union five (5) days advance notice for any major change of work schedule.

## ARTICLE 10 OVERTIME

### Section 10.1 Overtime

- (A) Overtime shall be defined as any time in excess of 40 hours in a week properly authorized or approved. Employee, for purposes of this subsection, includes a probationary employee.
- (B) Overtime shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay or shall be compensated at the rate of one and one-half (1 1/2) hours off for each hour of overtime worked. The employee shall determine whether the employee shall be paid overtime or given compensatory time off.
- (C) Overtime shall not be used to punish or reward employees and the Employer shall not pay twice for overtime nor shall the same be pyramided.
- (D) An employee may take accrued compensatory time off at a time mutually agreed to with the Employer. Employees may accumulate up to 80 hours of compensatory time on a rolling year basis. Employees may request to be paid for partial or full payment of accumulated compensatory hours one time a year.

### Section 10.2 Call Back

An employee, including a probationary employee, who is called back to work shall receive a minimum of one (1) hour's overtime, unless such call-back is within one-half (1/2) hour or less of the employee's regular shift. Call-back does not apply where an employee is ordered to work beyond the employee's regular shift. Each call back must be approved by the employee's supervisor.

### Section 10.3 Standby Time

Employee shall receive \$2.00 per hour for all time spent on standby. This employee will work a minimum of two (2) hours each Saturday and two (2) hours each Sunday for which the employee will be paid at the overtime rate. The employee shall be paid at the overtime rate for any additional period of time that the employee is required to work while on standby.

## ARTICLE 11 HOLIDAYS

### Section 11.1

The following twelve (12) days are designated as holidays, to-wit: New Year's Day, Martin Luther King Jr. Day, President's Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, day before Christmas, Christmas Day and one (1) personal day.

### Section 11.2

The Employer shall designate the day on which the holiday is to be observed.

### Section 11.3

In order to be eligible for receiving holiday pay, an employee must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off, or who is under suspension, will be eligible for holiday pay.

#### A. Public Service.

An employee who is required to be on standby time on a holiday shall receive a day off with pay.

### Section 11.4

For purposes of this Article, a holiday shall be presumed to commence at 4:00 A.M. on the day on which the holiday is to be observed and shall continue until 4:00 A.M. on the following day.

### Section 11.5

For purposes of this Article, the term "employee" includes "probationary employee".

### Section 11.6

Employees who work on a holiday shall be paid two (2) times their hourly rate of pay for all hours worked.

## ARTICLE 12 VACATIONS

### Section 12.1

Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees after continuous active service pursuant to the following schedule:

Years of Service	Number of Hours Vacation Public Service
1	40
2	80
5	120
12	160
18	200

### Section 12.2

The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the same as presently administered. Accordingly:

- (a) All vacations earned must be taken by the employee prior to the time the employee is credited with any additional vacation, unless the Public Works Director authorizes in writing an extension of time for taking said vacation.
- (b) No employee shall be entitled to vacation pay in lieu of vacation.
- (c) An employee who terminates employment, voluntarily or involuntarily, shall receive any vacation earned for the years prior to the year in which the employment is terminated and not previously taken.

### Section 12.3

So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer. Vacation may be taken in increments of at least one-half (1/2) day at a time. Any increments of less than one-half (1/2) day shall not be lost.

#### Section 12.4

In the event that a holiday falls within an employee's vacation leave, the day off will be counted as a holiday or day of vacation, at the election of the employee.

#### Section 12.5

Vacation pay shall be computed at the straight time rate of pay applicable to an employee's regular classification during the employee's vacation period.

### ARTICLE 13 LEAVES OF ABSENCE

#### Section 13.1 Sick Leave

- (A) Sick leave shall be used for personal illness and injury, including pregnancy, and for serious illness of an emergency nature to a member of the employee's family living in the employee's household where the employee's presence is necessary, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer.
- (B) An employee, including a probationary employee, shall earn and will accumulate one (1) working day of sick leave per month. Each employee will be credited with the employee's amount of accrued sick leave as of July 1, 1986.
- (C) To be eligible for sick leave, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee. The Employer has the right to verify the reported sickness of an employee and may require the employee to produce a doctor's certificate for absence due to illness, after ten (10) days of absence.

- (D) In the event of an on the job injury incurred while working for the employer, the employee must cooperate with the Employer and the insurance carrier in providing relevant information pertaining to the occurrence immediately. The employee shall retain the benefits received from Workers Compensation. No employee is entitled to receive paid sick leave benefits and Workers Compensation benefits for the same injury, except that an employee may use accumulated sick leave for the first three (3) days after an injury, and except that the employee may use accumulated sick leave to complement Workers Compensation to the extent that an employee may receive a total sum of money from Workers Compensation benefits and from sick leave which would not exceed the gross pay which the employee would have received for the pay period.

### Section 13.2 Funeral Leave

- (A) 1. An employee, including a probationary employee, will be granted up to five (5) days funeral leave with no loss of compensation to arrange and attend the funeral of the employee's spouse, parents including parents-in-law, children including step-children, brothers and sisters. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral.
2. An employee including a probationary employee, shall be granted one (1) day (if the employee is scheduled to work that day) to attend the funeral of the employee's grandparents or grandparents-in-law.
- (B) If additional time is needed, the Employer may grant additional leave without pay not to exceed a maximum of three (3) days.
- (C) Funeral leave pay is intended to provide for time off without loss of income but not to increase income. Non-working days shall not be compensable.

### Section 13.1 Leave of Absence without Pay

- (A) A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been recommended by the Employer and approved in writing. The employee will be given a copy of the authorization.

- (B) An employee may be entitled to a leave of absence without pay if the employee is unable to return to work after exhausting sick leave, vacation leave, and any unused compensation time. An employee anticipating such leave shall present a doctor's statement verifying that the employee's condition incapacitates the employee from working and shall present a doctor's statement when the employee is able to return to work. Unless the employee returns to work on that date, or on any other date, by reason of extension granted by the Employer based on medical grounds, the employee will be considered to have voluntarily resigned or retired. This leave of absence without pay status following sick leave may extend only for a period not to exceed one (1) month for each full year of previous continuous service.
- (C) Upon termination of any such leave of absence the employee shall return to work in the same step or capacity as when he left. provided that during such period no employee shall earn sick, vacation or other leave.
- (D) In the event an employee fails to return to work at the end of any such leave, he shall be deemed to have voluntarily resigned on the last day of work prior to such leave.
- (E) During a leave of absence without pay, the employee:
  - 1. must pay group insurance premiums falling due during any month the employee is not on the payroll;
  - 2. shall not receive or accrue any job benefits during the period of absence; and
  - 3. shall not acquire additional seniority during said leave, if said leave is for a period exceeding sixty (60) days.

The Employer may make exceptions to any of the above conditions (1-3) for leaves not exceeding thirty (30) days, provided that such exceptions are in writing and made a part of the original authorization.

#### Section 13.4 Jury Duty

- (A) An employee, including a probationary employee, selected for jury duty shall receive a paid leave of absence for scheduled shift time that the employee spends on such duty. Said employee shall receive the regular standard time pay and shall turn over to the Employer the pay earned from such jury service but the employee shall be allowed to keep any allowance for mileage.



- (B) An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work.
- (C) If an employee is called for jury duty, the employee shall promptly notify employee's immediate supervisor.

#### Section 13.5 Voting Leave

- (A) An employee, including a probationary employee, required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

#### Section 13.6 Military Leave

- (A) An employee shall be entitled to military leave as set out in Section 29A,28, the Code.

#### Section 13.7 Family Medical Leave Act

- (A) The City agrees to follow the law and guidelines set forth in the Family Medical Leave Act.

### ARTICLE 14 GRIEVANCE PROCEDURE

#### Section 14.1

The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

#### Section 14.2

A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application or violation of any of the expressed terms and provisions of this Agreement.

#### Section 14.3

A grievance that may arise shall be processed and settled in the following manner:

Step 1. An employee who has a grievance shall present said grievance to the immediate supervisor in writing within five (5) calendar days (excluding

Saturday, Sunday and holidays) after the occurrence of the event giving rise to the grievance. The immediate supervisor shall investigate the grievance and shall answer within a period of five (5) calendar days (excluding Saturday, Sunday and holidays). The failure of the immediate supervisor to answer within said five (5) calendar days (excluding Saturday, Sunday and holidays) shall be deemed a denial of the grievance and may be appealed to the next step.

Step 2. If the grievance is not settled in Step 1, the Union or aggrieved employee may present the grievance in writing to the Mayor within five (5) calendar days (excluding Saturday, Sunday and holidays) after the answer of the immediate supervisor was given; or, if no answer was given within five (5) calendar days (excluding Saturday, Sunday and holidays) of when it was due, whichever occurs first. The grievance shall be signed by the employee or the Union and shall state specifically the facts of the alleged violation, the provisions of the Agreement in dispute, and a statement from the employee or the Union specifying what relief or remedy is desired. The Mayor shall investigate the grievance and issue a decision in writing within a period of five (5) calendar days (excluding Saturday, Sunday and holidays). The failure of the Mayor to issue a decision within said five (5) calendar days (excluding Saturday, Sunday and holidays) shall be deemed a denial of the grievance and may be appealed to the next step.

Step 3. If the grievance is not settled in Step 2, the Union may appeal to arbitration. The employee shall request arbitration by written notice submitted to the Mayor within five (5) calendar days (excluding Saturday, Sunday and holidays) from the date that the Mayor's decision was given; or, if no decision was given, within five (5) calendar days (excluding Saturday, Sunday and holidays) of when it was due, whichever occurs first. The written notice shall contain the same information as required in the previous Step. When a timely request has been made for arbitration, a representative of the Employer and the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Public Employment Relations Board or the Center for Labor and Management at the University of Iowa, to submit a list of five (5) grievance arbitrators. Upon receipt of the list, the parties designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

#### Section 14.4

Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Union if the employee so chooses. For purposes of this Article, the term "employee" includes "probationary employee". The Union may also process a grievance on its own in accordance with the above procedures.

#### Section 14.5

The failure of an employee, or the Union, to appeal a grievance to the next step within the applicable times specified above, shall bar an employee or the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

#### Section 14.6

The failure by the Employer to reply within the applicable times as specified above, shall be deemed a denial of the grievance which may then be appealed by the employee or the Union to the next step.

#### Section 14.7

The arbitrator selected shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within thirty (30) calendar days, unless an additional extension of time is granted by the parties. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee, and the Union. Any decision rendered may not be retroactively applied beyond the date of occurrence.

#### Section 14.8

The Employer and the Union shall share equally any joint cost of the arbitration procedure, such as fees and expenses of the arbitrator, the court reporter, if one is desired by the arbitrator, and the cost of hearing room and transcript. Any other expenses will be paid by the party incurring them.

## ARTICLE 15 INSURANCE

### Section 15.1 Hospital and Medical

- (A) The Employer shall maintain for each employee, including probationary employees, a hospital and medical care insurance policy whose benefits are comparable to the policy presently in existence. The Employer shall pay the full premium for the policy. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union; however, the final decision as to the carrier shall be made by the Employer and shall not be grievable.
- (B) Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy.
- (C) The Employer shall pay the full premiums for single and family coverage.
- (D) The following describes the new policy:

#### IOWA MULTIPLE EMPLOYER'S TRUST (IMET)

- 1) health
- 2) dental
- 3) disability & life insurance

The City will pay 100% premiums for family and single coverage and will pick up each employee's or family deductible, out of pocket expense and co-insurance.

## ARTICLE 16 HEALTH AND SAFETY

### Section 16.1

The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

### Section 16.2

Equipment furnished by the Employer shall be used properly and the employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

## ARTICLE 17 WAGES

### Section 17.1

The regular rates of pay for each classification of employees including part-time employees, is set out in Appendix A, which is attached hereto and by this reference made apart hereof.

### Section 17.2

Any employee whose pay is in dispute, or employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

## ARTICLE 18 SUPPLEMENTAL PAY

### Section 18.1 Uniforms

- (A) The Employer shall pay \$400.00 per contract year to each public service employee for the purpose of purchasing and maintaining uniforms. It is also agreed that employees shall be permitted to wear shorts when on duty.
- (B) Each employee shall maintain a neat and presentable appearance at all times while on duty.
- (C) Any safety equipment or special equipment furnished by the Employer for the performance of the job shall be properly cared for by the employee. Upon termination of employment any such items or equipment in the possession of the employee shall be returned to the Employer.

### Section 18.2 Certification

- (A) An employee successfully completing the training course, passing the examination, and receiving state certification in either water or wastewater shall receive an additional twenty-five cents per hour per certification. It shall be the responsibility of the employee to notify the Employer when grades are achieved and to present satisfactory evidence thereof to the Employer.

- (B) If during the term of the contract the state law requires a grade three treatment operator, then the City will pay in accordance with Section 18.2 certification for each grade.

## ARTICLE 19 GENERAL CONDITIONS

### Section 19.1

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

### Section 19.2

In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

### Section 19.3

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore the Employer and the Union for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 20  
EFFECTIVE PERIOD

Section 20.1

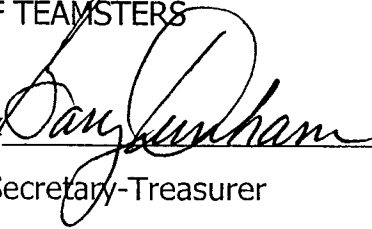
This Agreement shall be effective July 1, 2006 and shall continue through June 30, 2009.

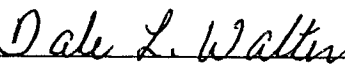
Section 20.2

This Agreement, including any modification thereof, shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served by any party, either party may thereafter offer any modification of the Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 13th day of March 2006.

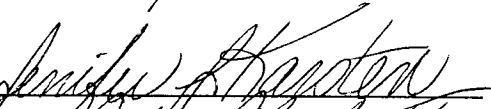
CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238, affiliated  
with the INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

BY   
Secretary-Treasurer

BY   
Business Representative

CITY OF WILLIAMSBURG, IOWA

BY   
Title: Mayor

BY   
Title: City Clerk/Treasurer

APPENDIX A

APPENDIX A  
PUBLIC SERVICE  
WAGE SCHEDULE

	Effective 7/1/2006	Effective 7/1/2007	Effective 7/1/2008
Assistant Director of Public Works	\$17.09	\$17.77	\$18.48
Wastewater Plant Operator	\$17.85	\$18.56	\$19.30
Laborer, Class 1	\$15.53	\$16.15	\$16.80
Laborer	\$14.68	\$15.27	\$15.88